

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

CISCO SYSTEMS, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 10-687 (GMS)
	)	
MOSAID TECHNOLOGIES INC., PHILLIP	)	
SHAER, AND JOHN LINDGREN,	)	
	)	
Defendants.	)	

**STIPULATION FOR DISMISSAL OF CERTAIN CLAIMS**

Plaintiff Cisco Systems, Inc. (“Cisco”) and Defendant MOSAID Technologies, Inc. (“MOSAID”) (collectively, Cisco and MOSAID are “Parties,” and each is individually a “Party”) hereby stipulate, subject to the approval and order of the Court, that the following claims in this action be dismissed, on the following terms and conditions:

1. MOSAID dismisses with prejudice all of its pending claims/counterclaims against Cisco for alleged infringement of United States Patent Nos. 6,842,459; 7,636,373; 7,633,966; 7,016,368; 7,187,695; 7,483,524; and claims 59, 83, 126, and 139 of U.S. Patent No. 7,292,600 (hereinafter, the “Dismissed Patents/Claims”). *See, e.g.*, MOSAID Technologies Inc.’s Amended Answer And Counterclaims To First Supplemental And Amended Complaint For Declaratory Judgment (D.I. 94) ¶¶ 32-61 (Counterclaims) and p. 24 ¶¶ f-k (Prayer for Relief).
2. MOSAID agrees to a Covenant Not To Sue with respect to the Dismissed Patents/Claims in the form attached hereto as Exhibit A.
3. Cisco dismisses without prejudice its pending declaratory judgment claims against MOSAID seeking declarations of invalidity and non-infringement with respect to the

Dismissed Patents/Claims. *See, e.g.*, Cisco Systems, Inc.'s Second Supplemental and Amended Complaint ("SSAC") (D.I. 102) ¶¶ 181-228 and pp. 82-82, ¶¶ g-r (Prayer for Relief).

4. As between the Parties, each Party shall bear its own fees and costs with respect solely to the claims dismissed pursuant to paragraphs 1 and 3 hereof; provided, however, that notwithstanding the foregoing, the Parties agree that nothing contained in this Stipulation, including without limitation the Covenant Not To Sue attached hereto as Exhibit A, shall preclude, limit, or affect in any way, as to any named defendant, Cisco's claims pursuant to the Racketeer Influenced and Corrupt Organizations ("RICO") Act, under California Business And Professions Code Section 17200, related to unclean hands, and/or any other claims, defenses, or relief plead or requested by Cisco in its SSAC, other than Counts Seven through Eighteen (see SSAC ¶¶ 181-228) and the relief corresponding thereto (see pp. 82-82, ¶¶ g-r) to the extent specifically described herein, and the Parties further agree that this Stipulation is not admissible evidence and may not be admitted as evidence in defense or limitation of any such claim.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP POTTER ANDERSON & CORROON LLP

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**IT IS SO ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Gregory M. Sleet, Chief Judge

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